

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Labor Statistics and Research

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



TRAVEL & SUBSISTENCE PROVISIONS

FOR

PAINTER: ALL CLASSIFICATIONS

IN

FRESNO, KINGS, MADERA AND TULARE COUNTIES

200-294-1

7-1-05

PAINTERS' MASTER AGREEMENT

July 1, 2005 – June 30, 2008

Preamble

No. 1: THIS AGREEMENT, amending the Painters & Decorators Joint Committee Master Agreement of July 1, 2005 is made and entered into this first day of July 2005 by and between the Painters' Union Local 294 (Mixed) IUPAT AFL-CIO, hereinafter referred to as the "Union," acting as the exclusive collective bargaining representative of the employee members of said union or who, hereafter become members thereof, and the Fresno PDCA/Fresno County Finish Contractors Association, acting as the exclusive collective bargaining representative of its employer members of said association or who, hereafter become members thereof, and any other employers or associations of employers who are signatory to this agreement, or any copy thereof, all hereinafter referred to as "Employers."

No. 2: WITNESSETH: That for, and in consideration of, harmonious relations between the parties signatory hereto and the public of Fresno, Madera, Kings, and Tulare Counties; and, the maintenance of stability of the conditions of employment and other mutually beneficial relations; and, for the purposes of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time; and, for the purpose of protecting and safeguarding the health and safety of all parties concerned, the parties signatory hereto have agreed that the understanding hereinafter set forth shall be binding on all members of the parties thereto individually and collectively. The Fresno PDCA/Fresno FCA is authorized to represent and bind, and does bind, all its members to this agreement without further action on the part of any said member.

No. 3: The Fresno PDCA/Fresno FCA recognizes Painters' Local Union No. 294 as the bargaining representative of all employees employed by the contractors herein, wherever such employees may be employed. Local No. 294 recognizes the Fresno PDCA/Fresno FCA as the representative of its members and the individual contractors who designate such chapter as such representative.

R E C E I V E D

Department of Industrial Relations

AUG 03 2005

Div. of Labor Statistics & Research
Chief's Office

SECTION X

ARTICLE 1. Long Distance Compensation (LDC)

A. Travel Zone: One hour free (any direction, one way); next half hour: \$20.00; next half hour: \$30.00; then, any mile over two (2) hours paid at rate of \$.20 per mile. See map to be drawn from Union Hall connecting time points on major roads. Employees living within twenty (20) miles of the job site, and not required to report to the Employer's permanent office or shop, shall not be paid LDC. Apprentices shall receive LDC when applicable, as per the percentage of their current wage rate. LDC is considered income on the check and is subject to all State and Federal withholding taxes.

ARTICLE 2. Subsistence Definition: Reimbursement to an employee for costs incurred (room & meals) when required by his Employer to stay away from his permanent residence overnight. Federal law requires receipts for subsistence. Subsistence amounts due without proper receipts are subject to all State and Federal withholding taxes.

A. An employee due subsistence shall be reimbursed at the rate of \$65.00 per night (4 nights 5 days) with additional monies paid for extra costs upon proof of receipts.

B. Each Employer signatory to this Agreement shall not attempt to engage in any work covered by the Agreement in any areas outside of the geographic jurisdiction of the Union party hereto through the use or devices of another business or corporation which such Employer controls or through the use or device of a joint venture with another employer contractor in an outside or without first satisfying the Union that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of the Employer.

ARTICLE 3 TERRITORIAL JURISDICTION OF AGREEMENT & OUT OF AREA WORK

Section 1. The territorial jurisdiction covered by this Agreement shall comprise the counties of: Fresno, Madera, Kings and Tulare.

Section 2. The employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in the jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made

solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the Courts.

This rule requiring the payment of the higher rate to employees brought from within the geographical jurisdiction of this Agreement to an area outside the jurisdiction of the Agreement shall not apply with respect to the subsistence allowance provided by this Agreement. As to the subsistence allowance, whichever rate is found in the outside area Agreement, whether higher or lower than the rate provided in this Agreement, the rate payable in this Agreement shall be the rate payable for subsistence in the outside area.

Section 3. OUT-OF-AREA WORK - When engaged in work outside the geographical jurisdiction of this Agreement, the said contractors agree, subject to their rights to reject any applicant for cause, that not less than 50% of the men employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements.

Employers from outside the jurisdictional area of this Agreement shall employ not less than 50% of the workers from the Local Union having the work and area jurisdiction of the job site. All jobs must maintain at least 50% - 50% ratio.

OUT-OF-AREA EMPLOYEES - When an employer outside the jurisdictional area of this Agreement brings steady employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed.

Section 4. The signatory Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device or joint venture with another Employer or contractor in any outside area without first consulting with the IUPAT for the purpose of establishing to the IUPAT's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the IUPAT is not so satisfied, the Union party has the option of canceling the Agreement.

FREE FLOW OF MANPOWER

There shall be a free flow of manpower within the jurisdiction of District Council 16. New hires shall come from the local having jurisdiction over the area where the work is being performed.

